

|  |   |                           |                                       |
|--|---|---------------------------|---------------------------------------|
| U.S. DEPARTMENT OF AGRICULTURE<br>FOREST SERVICE<br><br><b>TIMBER SALE CONTRACT</b><br>(Applicable to Sales to be Measured before Felling) |   | Name of Purchaser         |                                       |
| <b>National Forest</b><br>Chattahoochee/Oconee   | <b>Ranger District</b><br>Chattooga River | <b>Region</b><br>Southern | <b>Contract Number</b>                |
| <b>Sale Name</b><br>Locust Stake South   |   | <b>Award Date</b>         | <b>Termination Date</b><br>09/30/2018 |

The parties to this contract are The United States of America, acting through the Forest Service, United States Department of Agriculture, hereinafter called Forest Service, and \_\_\_\_\_ hereinafter called Purchaser.

Forest Service having advertised a sale at which either (1) Purchaser, whose required bid deposit is now held by Forest Service as an initial deposit, was the successful bidder, or (2) no bids were received and Purchaser having subsequently offered at least the minimum advertised price and made an initial deposit in the same amount as the bid deposit specified in the sale advertisement; and the parties hereto desiring to record their agreement; now therefore,

Unless provided otherwise herein, Forest Service agrees to sell and permit Purchaser to cut and remove Included Timber and Purchaser agrees to purchase, cut, and remove Included Timber.

This contract consists of three Divisions: AT - Specific Conditions, BT - Standard Provisions, and CT - Special Provisions, together with Sale Area Map, Plans and specifications for developments (if any), and such attachments as may be provided for in Division CT. Specific Conditions are numbered and apply to the Part, Section, Subsection, or Item of the Standard Provisions, as indicated hereunder. Other conditions of this contract are stated in Division CT - Special Provisions.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the award date.

#### UNITED STATES OF AMERICA

Two Witnesses:<sup>1/</sup>

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_  
Contracting Officer

\_\_\_\_\_  
(Title)

By: \_\_\_\_\_  
(Purchaser) <sup>2/</sup>

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Business Address)

I, <sup>3/</sup> \_\_\_\_\_, certify that I am the \_\_\_\_\_  
 Secretary of the corporation named as Purchaser herein; that \_\_\_\_\_  
 who signed this contract on behalf of Purchaser, was then \_\_\_\_\_  
 of the corporation; that the contract was duly signed for and in behalf of the corporation by authority of its governing body, and is  
 within the scope of its corporate powers.

CORPORATE  
SEAL -//

**INSTRUCTIONS:**

- 1/ The signatures and addresses of two witnesses are required if Purchaser is other than a corporation.
- 2/ If Purchaser is a co-partnership, the signatures should be: XYZ Company, by John Doe, a member of the firm. If Purchaser is a corporation, form of signature should be: XYZ Company, by John Doe, President (or other officer or agent) and the seal of the corporation must be impressed or indicated.
- 3/ The certificate must be completed if Purchaser is a corporation.
- 4/ If the corporation has no corporate seal that fact shall be stated, in which case a scroll or adhesive seal shall follow the corporate name.

**EXAMPLE 1/**

Subcontractor Certification  
Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

Timber Sale Name: \_\_\_\_\_  
National Forest: \_\_\_\_\_

The prospective subcontractor (participants in lower tier covered transactions) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this timber sale by any Federal department or agency.

Where the prospective subcontractor is unable to certify to any of the statements in this certification, such prospective subcontractor shall attach an explanation to this proposal.

Name of Subcontractor: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

1/ It is the Purchaser's responsibility to have subcontractors complete this certification and to maintain a file of completed certifications. This certification does not need to be returned to the Forest Service, except at the written request of the Contracting Officer.

The following conditions apply to the indicated portions of Division BT - Standard Provisions issued June 2006.

**AT1 - Location and Area**, applicable to BT1.1

This Sale Area of 1500 acres more or less is located in:

Stephens County primarily. From the District Office take 441 S. to Hwy 123. towards Toccoa for approx. 2 miles. Take Lt. on Rock Road. Take Rt. on Locust Stake Rd. for approx. .5 miles into Unit #2. Continue to Bendn Hickory Rd., take Rt for approx. 1.5 miles to FSR 316. into Units # 3 and 4. Units #1 is approximately .5 miles south of Rock Rd. on Hwy. 123 on both sides of the Hwy. and off of FS. 301 (North Broad River Rd.). Continue down FS. 301 for .75 miles into Unit #5.

**AT2 - Volume Estimate and Utilization Standards**, applicable to BT2.1, BT2.2, BT2.4, and BT6.4

| Species              | Product   | Estimated Quantity * | Unit of Measure | Minimum Specifications                 |                                   |                              |  |                               |
|----------------------|-----------|----------------------|-----------------|--|-----------------------------------|------------------------------|--|-------------------------------|
|                      |           |                      |                 | Merchantable Tree                      |                                   | Piece Required to be Removed |  |                               |
|                      |           |                      |                 | Diameter Breast High (d.b.h.) (inches) | Number of Minimum Pieces per Tree | Length (feet)                | Diameter Inside Bark at Small End (inches) | Net Scale in % of Gross Scale |
| Hardwoods            | Sawtimber | 2.00                 | CCF             | 12.0                                   | 1.5                               | 12                           | 8.3  | 30                            |
| Southern Yellow Pine | Sawtimber | 923.00               | CCF             | 9.0                                    | 1.5                               | 12                           | 6.3  | 30                            |
| Combined Hardwoods   | Pulpwood  | 173.00               | CCF             | 5.0                                    | 1                                 | 10                           | 3.5  | N/A                           |
| Combined Softwoods   | Pulpwood  | 1,433.00             | CCF             | 5.0                                    | 1                                 | 10                           | 3.5  | N/A                           |
| Total Quantity       |           | 2,531.00             | CCF             |  |                                   |                              |  |                               |

\* Quantities not included here are described in BT2.4.

**AT3- Timber Designations**, applicable to BT2.3; acres are approximate:

|  | Number | Acres |
|--|--------|-------|
| Clearcutting Units (BT2.31)                  |        |       |
| Specified Road Clearing (BT2.32)             |        |       |
| Overstory Removal Units (BT2.33)             |        |       |
| Understory Removal Units (BT2.34)            |        |       |
| Individual Trees (BT2.35)                    |        | 235   |
| Incompletely Measured Payment Units (BT2.36) |        |       |

**AT4 - Timber Payment Rates**, applicable to BT3.1 and BT4.0**AT4a** - For Species and Products to be Paid for at Rates Escalated under BT3.2**Not Applicable****AT4b**- For Species and Products to be Paid for at Flat Rates

| Species              | Product   | Unit of Measure | Rates per Unit of Measure |                  |                      |                     |   |
|----------------------|-----------|-----------------|---------------------------|------------------|----------------------|---------------------|---|
|                      |           |                 | Base<br>\$                | Advertised<br>\$ | Bid<br>Premium<br>\$ | Bid<br>(Flat)<br>\$ | Required<br>Deposits<br>Slash<br>Disposal<br>\$ |
| Hardwoods            | Sawtimber | CCF             | 5.00                      | 19.56            |                      |                     | .00   |
| Southern Yellow Pine | Sawtimber | CCF             | 5.00                      | 13.34            |                      |                     | .00   |
| Combined Hardwoods   | Pulpwood  | CCF             | 1.00                      | 4.67             |                      |                     | .00   |
| Combined Softwoods   | Pulpwood  | CCF             | 1.00                      | 3.10             |                      |                     | .00   |

For purposes of convenience in collection and bookkeeping, Bid Rates stated in AT4 include payment of deposits for sale area betterment required pursuant to 16 USC 576b. Such deposits are not included as Required Deposits defined hereunder.

## AT4c - Schedule of Payment Units

| Payment Unit No. | App rox. Acres | Quantity of Species and Products to be Escalated under AT4a | Total Tentative Payment \$ | Quantity of Species and Products to be Paid for at Flat Rates under AT4b | Total Flat Rate Payment \$ | Total Required Deposits for Slash Disposal \$ |
|------------------|----------------|---|----------------------------|--|----------------------------|---|
| 01               | 22             |   |                            | Southern Yellow Pine Sawtimber 197.00 CCF                                |                            | .00   |
|                  |                |   |                            | Combined Pulpwood 12.00 CCF  |                            |   |
|                  |                |   |                            | Hardwoods  |                            |   |
|                  |                |   |                            | Combined Softwoods Pulpwood 120.00 CCF                                   |                            |   |
|                  |                |   |                            | <b>Total PU Quantity And Value</b> 329.00 CCF                            |                            |   |
| 02               | 48             |   |                            | Southern Yellow Pine Sawtimber 109.00 CCF                                |                            | .00   |
|                  |                |   |                            | Combined Pulpwood 30.00 CCF  |                            |   |
|                  |                |   |                            | Hardwoods  |                            |   |
|                  |                |   |                            | Combined Softwoods Pulpwood 282.00 CCF                                   |                            |   |
|                  |                |   |                            | <b>Total PU Quantity And Value</b> 421.00 CCF                            |                            |   |
| 03               | 60             |   |                            | Southern Yellow Pine Sawtimber 375.00 CCF                                |                            | .00   |
|                  |                |   |                            | Combined Pulpwood 26.00 CCF  |                            |   |
|                  |                |   |                            | Hardwoods  |                            |   |
|                  |                |   |                            | Combined Softwoods Pulpwood 350.00 CCF                                   |                            |   |
|                  |                |   |                            | <b>Total PU Quantity And Value</b> 751.00 CCF                            |                            |   |
| 04               | 47             |   |                            | Southern Yellow Pine Sawtimber 66.00 CCF                                 |                            | .00   |
|                  |                |   |                            | Combined Pulpwood 21.00 CCF  |                            |   |
|                  |                |   |                            | Hardwoods  |                            |   |
|                  |                |   |                            | Combined Softwoods Pulpwood 283.00 CCF                                   |                            |   |
|                  |                |   |                            | <b>Total PU Quantity And Value</b> 370.00 CCF                            |                            |   |
| 05               | 58             |   |                            | Hardwoods Sawtimber 2.00 CCF   |                            | .00   |
|                  |                |   |                            | Southern Yellow Pine Sawtimber 176.00 CCF                                |                            |   |
|                  |                |   |                            | Combined Pulpwood 84.00 CCF  |                            |   |
|                  |                |   |                            | Hardwoods  |                            |   |
|                  |                |   |                            | Combined Softwoods Pulpwood 398.00 CCF                                   |                            |   |
|                  |                |   |                            | <b>Total PU Quantity And Value</b> 660.00 CCF                            |                            |   |



The following definitions are established for the terms used in AT4:

**Base Rates** are the lowest rates of payment for timber that are authorized by this contract. Base Rates remain constant throughout the life of this contract and are not subject to change by rate redetermination, except for reduction under BT3.31, BT3.32, or BT3.33.

**Advertised Rates** are the minimum acceptable Bid Rates for timber, exclusive of Required Deposits. These rates are those indicated by appraisal, with a cost allowance made for construction of Specified Roads listed in AT7, but are never less than Base Rates.

**Bid Premium Rates** are the amounts by which Purchaser's bid is in excess of Advertised Rates. The Bid Premium Rates are constant during this contract, except as provided in BT3.31, BT3.32, and BT3.33.

**Bid Rates** are the rates bid by Purchaser (exclusive of Required Deposits for slash disposal and road maintenance) and are the sum of Advertised Rates and Bid Premium Rates. Until a rate redetermination becomes effective, the Bid Rate for species and products in AT4a is the Tentative Rate that is subject to quarterly adjustment under BT3.2; for species and products in AT4b, the Bid Rate is the Flat Rate.

**Required Deposits** are deposits that Purchaser may be required to pay for slash disposal (16 USC 490) and road maintenance (16 USC 537). Required Deposits may be adjusted as part of a rate redetermination or a Contract Term Extension. The table shows only Required Deposits for slash disposal; road maintenance deposits, if any, are given in CT5.32#.

**Base Index** is the specified average of the lumber or other product selling value index used as the basis for computing adjustment in rates for variance in product selling value, as provided in BT3.2.

**AT5 - Indices Used in Quarterly Adjustment**, applicable to BT3.2

Not Applicable

**AT6 - High Stumps**, applicable to BT6.412

| Species | Product   | Maximum Stump Height<br>(inches) |
|---------|-----------|----------------------------------|
| All     | Sawtimber | 12                               |
| All     | Pulpwood  | 6                                |

**AT7 - Specified Roads**, applicable to BT5.2

Name and Date of Governing Road Specifications:

| Project        |      | Design Class | Approx. Length (mi./km.) | Sheet Numbers and Approval Date | Performance Responsibility |        |                         |
|----------------|------|--------------|--------------------------|---------------------------------|----------------------------|--------|-------------------------|
| Road No.       | Name |              |                          |                                 | Survey                     | Design | Construction Staking 1/ |
|                |      |              |                          |                                 |                            |        |                         |
| NOT APPLICABLE |      |              |                          |                                 |                            |        |                         |

1/ Indicate timing, i.e. before clearing (BC) or after clearing (AC). Applicable to BT5.212.

**AT8 - Forest Service Engineering Completion Schedule**, applicable to BT5.21

| Road No.       | Road Name | Type of Work | Completion Date |
|----------------|-----------|--------------|-----------------|
| NOT APPLICABLE |           |              |                 |

**AT9 - Fire Precautionary Period**, applicable to BT7.2

January 01 to December 31, inclusive

**AT10 - Purchaser Responsibility to Furnish Crews and Equipment for:****Initial Fire Suppression**, applicable to BT7.3

Within 25 road miles

**Fire Suppression Reinforcement**, applicable to BT7.312 and BT7.313

Within 50 road miles

**AT11 - Purchaser's Obligation per Operations Fire**, applicable to BT7.41

Maximum Amount: \$ 2,000

**AT12 - Termination Date**, applicable to BT8.2

September 30, 2018

**AT13 - Normal Operating Season**, applicable to BT6.31, BT6.66, BT8.21 and BT9.3

First Period: March 15 to December 15, inclusive

Second Period: \_\_\_\_\_ to \_\_\_\_\_, inclusive

**Sale Name:** Locust Stake South

**Contract No:**

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**AT14 - Performance Bond**, applicable to BT9.1

**Performance Bond Amount:** \_\_\_\_\_



**AT15 - Downpayment**, applicable to BT4.211

Downpayment Amount: \_\_\_\_\_

**AT16 - Periodic Payment Amount**, applicable to BT4.213

|                     | <u>Periodic Payment Determination Date</u> | <u>Amount</u> |
|---------------------|--|---------------|
| Initial Payment:    | _____                                      | _____         |
| Additional Payment: | _____                                      | _____         |

**AT17 - Market-Related Contract Term Addition Producer Price Index**, applicable to BT8.212Index Name: Wood Chips Index Number: 211135**AT18 - Inapplicable Standard Provisions**

The following listed Sections, Subsections, or Items of Division BT - Standard Provisions - are hereby made inapplicable.  
(Instructions: List by reference number and title.)

|         |                                       |
|---------|---------------------------------------|
| BT4.211 | DOWNPAYMENT                           |
| BT4.4   | PAYMENTS NOT RECEIVED                 |
| BT6.81  | PRODUCT IDENTIFICATION                |
| BT8.212 | MARKET-RELATED CONTRACT TERM ADDITION |

**AT19 - List of Special Provisions**

The following listed special provisions are attached to and made a part of this contract as Division CT. Provisions with reference numbers followed by # contain blanks into which data have been entered for this sale. (Instructions: List by reference number, title, and date.)

|          |  |
|----------|--|
| CT2.2    | UTILIZATION AND REMOVAL OF INCLUDED TIMBER (09/2002) |
| CT2.302# | PAYMENT UNIT BOUNDARIES (09/2004)                    |
| CT2.355# | INDIVIDUAL TREES (08/2004)                           |
| CT4.211  | DOWNPAYMENT (06/2007)                                |
| CT4.212  | TEMPORARY REDUCTION OF DOWNPAYMENT (08/2009)         |
| CT4.4    | PAYMENTS NOT RECEIVED (08/2012)                      |
| CT5.31#  | ROAD MAINTENANCE REQUIREMENTS (07/2001)              |
| CT6.401# | CONDUCT OF LOGGING (09/2004)                         |
| CT6.601# | REVEGETATION PLAN AND SPECIFICATIONS (08/2006)       |
| CT6.7#   | SLASH TREATMENT (08/2004)                            |
| CT6.8    | MEASURING (08/2001)                                  |
| CT7.201  | TRUCK, TRACTOR AND POWER SAW MUFFLERS (08/2001)      |
| CT7.202# | FIRE FIGHTING EQUIPMENT (08/2001)                    |
| CT7.22   | EMERGENCY FIRE PRECAUTIONS (08/2001)                 |
| CT8.212  | MARKET-RELATED CONTRACT TERM ADDITION (11/2008)      |
| CT8.23#  | ADDITION OF NET GROWTH (08/2004)                     |

Sale Name: Locust Stake South

CT2.2 - UTILIZATION AND REMOVAL OF INCLUDED TIMBER (09/2002)

BT2.2(b) notwithstanding, bucking lengths shall be varied to ensure that the maximum sawlog piece that may be left is 2 feet and that the maximum small roundwood piece that may be left is 5 feet.

Where cut trees are identified by paint, the Purchaser shall leave stumps of a minimum height to avoid obliterating paint markings that indicate individual trees to be cut.

CT2.302# - PAYMENT UNIT BOUNDARIES (09/2004)

The boundaries of Payment Units are designated as shown in the following table. The trees used for boundary designation are not to be cut.

See Table CT2.302# - Payment Unit Boundaries, Payment Unit Boundary Designation Table

Table R8-CT2.302# - Payment Unit Boundaries (3/03) The boundaries of Payment Units are designated as shown in the following table. The trees used for boundary designation are not to be cut.

| Payment Unit | Paint Color | Designation           |
|--------------|-------------|-----------------------|
| 01 thru 05   | Orange      | Slash with stump mark |

Sale Name: Locust Stake South

CT2.355# - INDIVIDUAL TREES (08/2004)

BT2.35 notwithstanding, the following individual trees are Marked with paint above and below stump height:

Cut Tree Marking. Individual trees to be cut are Marked in all or parts of the following Payment Units. Areas of cut tree marking are shown on the Sale Area Map with the symbol CTM.

**See Table CT2.355# - Individual Trees, Cut Tree Marking**

Leave Tree Marking. Individual trees to be left uncut are Marked in all or parts of the following Payment Units. Unmarked trees meeting Utilization Standards in AT2 shall be cut. Areas of leave tree marking are shown on the Sale Area Map with the symbol LTM.

**See Table CT2.355# - Individual Trees, Leave Tree Marking**

**Table CT2.355# - INDIVIDUAL TREES: (3/03)**

**Cut Tree Marking:** Individual trees to be cut are Marked in all or parts of the following Payment units. Areas of cut tree marking are shown on the Sale Area Map with symbol CTM

| 1/Payment Unit(s) | 2/ Paint Color |
|-------------------|----------------|
| 01 thru 05        | BLUE           |
|                   |                |
|                   |                |
|                   |                |

**Leave Tree Marking:** Individual trees to be left are Marked in all or parts of the following Payment units. Unmarked trees meeting Utilization Standards in AT2 shall be cut. Areas of leave tree marking are shown on the Sale Area Map with symbol LTM

| 1/Payment Unit(s) | 2/ Paint Color |
|-------------------|----------------|
|                   |                |
|                   |                |
|                   |                |
|                   |                |



Sale Name: Locust Stake South

CT4.211 - DOWNPAYMENT (06/2007)

The downpayment amount shown in AT15 may not be applied toward any other payment required under the provisions of this contract, except damages determined pursuant to BT9.4, transferred to other timber sales, or refunded until (a) stumpage value representing 25 percent of the total bid value of the timber sale is shown on Timber Sale Account to have been cut, removed, and paid for, or (b) the estimated value remaining to be cut and removed, as shown on Timber Sale Account, is equal to or less than the amount of the downpayment, or (c) if 36 CFR 223.49(e) is applicable, the estimated value remaining to be cut and removed, as shown on Timber Sale Account, is equal to or less than the amount of the downpayment. For lump sum timber sales, the downpayment may be applied to payment for release of the single payment unit.

If Forest Service makes a determination that this contract should not have been included under increased downpayment requirements (36 CFR 223.49(e)), the downpayment shall be revised and applied in accordance with 36 CFR 223.49(f).

CT4.212 - TEMPORARY REDUCTION OF DOWNPAYMENT (08/2009)

Notwithstanding BT4.211 or CT4.211, upon the Purchaser's written request Forest Service may temporarily reduce the downpayment when Purchaser's scheduled operations are delayed or interrupted for 30 or more consecutive days, or the contract term is extended for 30 or more consecutive days for any of the following reasons:

- (1) Forest Service requests or orders Purchaser to delay or interrupt scheduled operations for reasons other than breach;
- (2) Purchaser interrupts or delays scheduled operations to work on a sale designated by the Forest Service as in urgent need of harvesting; or
- (3) An adjustment of the contract term authorized upon a determination of substantial overriding public interest, including a market-related contract term addition, or an urgent removal contract term extension under 36 CFR 223.53.

When Purchaser is not cutting or removing timber under contract during a qualifying period of delay, interruption, or extension listed above the downpayment may be reduced to \$1000 or 2 percent of the downpayment amount stated in the contract, whichever is greater. The Purchaser must restore the downpayment to the full amount stated in the contract within 15 days from receipt of the bill for collection and written notice from the Contracting Officer that the basis for temporarily reducing the downpayment no longer exists. Purchaser shall not cut or remove timber on a contract where the downpayment has been temporarily reduced until the downpayment amount stated in the contract is fully restored.

Sale Name: Locust Stake South

CT4.4 - PAYMENTS NOT RECEIVED (08/2012)

(a) Payments are due and payable on the date of issue indicated on the bill for collection. When a payment for timber cut and other charges is not received at the location designated by Forest Service by the date specified in the bill for collection, Contracting Officer will suspend all or any part of Purchaser's Operations until payment or acceptable payment guarantee is received. Other charges include, but are not limited to:

- (i) Slash disposal and road maintenance deposits;
- (ii) Cooperative work at rates established by specific agreement under BT4.218;
- (iii) Damages pursuant to BT9.4;
- (iv) Road use fees;
- (v) Restoration of downpayment pursuant to BT4.22;
- (vi) Periodic payments pursuant to BT4.213;
- (vii) Extension Deposits pursuant to BT4.217; and
- (viii) Other mandatory deposits.

(b) Failure to pay amounts due by the date specified in the bill for collection shall be considered a breach under BT9.3. The 30-day notice period prescribed therein shall begin to run as of the end of business on the date specified for receipt of payments. If the performance or payment is guaranteed by surety bond, the surety will receive a copy of the written notification of breach. Demand will be made on the surety or other institution providing the guarantee or bond instrument for immediate payment 10 days after issuance of written notification of the breach.

(c) Pursuant to the Debt Collection Improvement Act of 1996, as amended, if payment is not received by Forest Service within 15 days after the date of issue indicated on the bill for collection:

(i) Simple interest shall be assessed at the Current Value of Funds Rate as established by the Secretary of the Treasury. Interest will begin to accrue as of the date of issue indicated on the initial bill for collection.

(ii) Debtors will be assessed administrative charges, in addition to the delinquent amount due. Administrative charges are those additional costs incurred by the Government in processing, handling, and collecting delinquent debts.

(iii) A penalty charge of six (6) percent per annum will be assessed on any portion of a debt delinquent more than 90 days. This penalty charge is in addition to interest and administrative charges under paragraphs (c)(i) and (c)(ii). The penalty charge shall accrue from the date of issue indicated on the bill for collection and shall be assessed on all outstanding amounts, including interest and administrative costs assessed under paragraphs (c)(i) and (c)(ii).

(iv) Payments will be credited on the date received by the Federal Depository or Collection Officer designated on the bill for collection.

(d) Forest Service remedies for Purchaser's failure to make payment for timber cut and other charges when due, except for accrual of interest, suspension of all or any part of Purchaser's Operations, and administrative offset, shall be stayed for so long as:

- (i) A bona fide dispute exists as to Purchaser's obligation to make such payment and
- (ii) Purchaser files and prosecutes a timely Claim.

Sale Name: Locust Stake South

CT5.31# - ROAD MAINTENANCE REQUIREMENTS (07/2001)

Purchaser shall maintain roads in accordance with the following Contract Road Maintenance Requirements Summary:

See Contract Road Maintenance Requirements Summary Table.

**Table CT5.31 - Contract Road Maintenance Requirements Summary:****SECTION 3. ROAD MAINTENANCE REQUIREMENTS SCHEDULE****Contract Road Maintenance Requirements Summary**

| Road    | Termini       |        | Miles | Applicable Prehaul Road Maintenance Specifications |      |      |      |  |  |  |  |
|---------|---------------|--------|-------|--|------|------|------|--|--|--|--|
|         | From          | To     |       | 1020   | 1040 | 3050 | 4020 |  |  |  |  |
| FS. 316 | Bendn Hickory | Unit 4 | .25   | P  | P    |      |      |  |  |  |  |
| FS. 301 | Hwy. 123      | Unit 5 | 1.0   | P  | P    |      | P    |  |  |  |  |
|         |               |        |       |  |      |      |      |  |  |  |  |
|         |               |        |       |  |      |      |      |  |  |  |  |

P = Purchaser Performance Item, D = Deposit to Forest Service, D3 = Deposit to Third Party

| Road    | Termini       |        | Miles | Applicable During Haul Road Maintenance Specifications |      |      |      |  |  |  |  |
|---------|---------------|--------|-------|--|------|------|------|--|--|--|--|
|         | From          | To     |       | 1020   | 1040 | 3050 | 4020 |  |  |  |  |
| FS. 316 | Bendn Hickory | Unit 4 | .25   | P  | P    |      |      |  |  |  |  |
| FS. 301 | Hwy. 123      | Unit 5 | 1.0   | P  | P    |      |      |  |  |  |  |
|         |               |        |       |  |      |      |      |  |  |  |  |
|         |               |        |       |  |      |      |      |  |  |  |  |

P = Purchaser Performance Item, D = Deposit to Forest Service, D3 = Deposit to Third Party

| Road    | Termini       |        | Miles | Applicable Post Haul Road Maintenance Specifications |      |      |      |  |  |  |  |
|---------|---------------|--------|-------|--|------|------|------|--|--|--|--|
|         | From          | To     |       | 1020   | 1040 | 3050 | 4020 |  |  |  |  |
| FS. 316 | Bendn Hickory | Unit 4 | .25   | P  | P    |      |      |  |  |  |  |
| FS. 301 | Hwy. 123      | Unit 5 | 1.0   | P  | P    |      |      |  |  |  |  |
|         |               |        |       |  |      |      |      |  |  |  |  |
|         |               |        |       |  |      |      |      |  |  |  |  |

P = Purchaser Performance Item, D = Deposit to Forest Service, D3 = Deposit to Third Party

**INCLUDED SPECIFICATIONS****INCLUDED SPECIFICATIONS**

Activity No.                      Activity Specification Title

1020                      Surface Blading (Dozer)  
 1040                      Spot Surface Course Placement  
 4020                      Roadway Mowing and Clearing

Sale Name: Locust Stake South

CT6.401# - CONDUCT OF LOGGING (09/2004)

Unless otherwise agreed in writing, the Purchaser shall take the following measures to minimize breakage of logs and to protect residual trees and other National Forest resources:

Applicable Within Payment Unit(s) all payment units (01 thru 05), the skidding pattern shall be approved by Forest Service in advance of felling and main skid roads/trails shall be located on the ground in advance of felling.

Applicable To avoid unnecessary turning of logs in Payment Unit(s) 01 thru 05 (all Units), the Purchaser shall fell with the lead of the trees toward skid trails. The Purchaser shall employ directional felling techniques such as wedging, jacking, cable winching, or other methods, as needed to direct the fall of the tree.

Applicable Outside of clearcutting areas and authorized clearings, tractors shall be equipped with a winch to facilitate skidding. Products shall be winched (end-lined) as needed to protect resources or residual trees from unnecessary damage.

NA In areas shown on Sale Area Map with the symbol W, all ground-based skidding equipment shall be confined to approved skid roads or trails and all Included Timber shall be winched to the skidder before transfer to the log landing. Winching may be required for distances up to NA feet.

NA In Payment Unit(s) NA, skidding of products greater than NA feet in length is prohibited.



Sale Name: Locust Stake South

CT6.601# - REVEGETATION PLAN AND SPECIFICATIONS (08/2006)

Where soil has been disturbed by Purchaser's operations and vegetation is needed to minimize erosion, Purchaser shall take appropriate measures according to the following specifications or other agreed stabilization measures:

Temporary road cuts, fill slopes, and shoulders shall be seeded and fertilized within 15 days of construction during the seeding season(s).

Temporary road surfaces, landings, and skid trails shall be seeded when not to be used for a period exceeding 60 days during the seeding season(s).

Temporary road cuts, fill slopes, and other soil disturbance within 25 feet slope distance of a streamcourse shall be seeded and mulched within 3 days of the disturbance.

Exposed soil on temporary roads, skid trails and landings no longer needed for the Purchaser's operations shall be seeded and fertilized within 30 days of discontinued use during the seeding season(s). Soil tilling to cover seed may be required under dry site conditions.

Bare areas or roads with soil compaction will require harrowing, disking or ripping. Fertilizer shall be applied and mixed thoroughly with the soil prior to seeding. Due to compaction, it may be necessary to till the soil to a depth of 6 inches or more.

The seeding season(s) shall be during the inclusive listed below, unless otherwise agreed.

**See CT6.601# - Revegetation Plan and Specifications, Seeding Season(s) Table**

The following kinds and amounts per acre of seed and fertilizer shall be applied, unless otherwise agreed:

**See CT6.601# - Revegetation Plan and Specifications, Fertilizer and Seed Table**

Applicable Mulch at the rate of 3000 pounds per acre shall be applied. The Forest Service will identify the areas where mulch is required in addition to those specified elsewhere in this contract. Hay, straw, pine straw or shredded bark or other mulch acceptable to the Forest Service may be used as mulching material.

Applicable The Forest Service shall agree to the timing of the seeding operations.

Applicable Seeding operations shall not begin without the presence of a Forest Service representative.

NA Other revegetation specification: NA

If the Forest Service performs such work as provided under a written cooperative agreement (16 U.S.C. 572), the Purchaser shall make the following deposit:

**See CT6.601# - Revegetation Plan and Specifications, Cooperative Deposit Table**

**Table CT6.601 – Revegetation Plan and Specifications (3/03)** The seeding season(s) shall be during the inclusive dates listed below, unless otherwise agreed.

| Seeding Season | 2/ From Date |  |
|----------------|--------------|--|
| Early Spring   | March 1st    |  |
| Spring         | April 15th   |  |
| Fall           | August 1st   |  |

The following kinds and amounts per acre of seed and fertilizer shall be applied, unless otherwise agreed.

| Early Spring Season    |
|------------------------|
| Kobe Lespedeza         |
| Brown Top Millet       |
| 10-10-10 or equivalent |

| Lbs/Acre |
|----------|
| 30       |
| 15       |
| 500      |

| Spring Season          |
|------------------------|
| Brown Top Millet       |
| 10-10-10 or equivalent |
|                        |

| Lbs/Acre |
|----------|
| 30       |
| 500      |
|          |

| Fall Season            |
|------------------------|
| Ladino Clover          |
| Red Clover             |
| Annual Rye             |
| Wheat                  |
| 10-10-10 or equivalent |

| Lbs/Acre |
|----------|
| 5        |
| 10       |
| 30       |
| 30       |
| 500      |

If the Forest Service performs such work as provided under a written cooperative agreement (16 U.S.C. 572), the Purchaser shall make the following deposit:

| Lump Sum Amount |
|-----------------|
| N/A             |

| Amount Per Unit of Volume |
|---------------------------|
| N/A                       |

Sale Name: Locust Stake South

CT6.7# - SLASH TREATMENT (08/2004)

Slash is defined as all vegetative debris resulting from the Purchaser's operations, including limbs, tops, cull logs, bark, wood chunks, pushed-out stumps, damaged brush, and damaged residual trees. Tops from felled trees and all trees to be removed from roads, landings, or other construction clearings shall be completely felled and not left leaning or hanging in other trees. Slash associated with construction of Specified Roads is construction slash subject to treatment according to road construction specifications.

Other Ownership. The Purchaser shall conduct operations so that slash does not enter non-National Forest System lands, as shown on Sale Area Map. In event slash is deposited on other ownership, the Purchaser shall immediately remove such slash. The Contracting Officer may agree in writing to other treatment requirements if the Purchaser provides a written slash disposal agreement between the Purchaser and the landowner.

Roads and Other Clearings. Along roads available for public use the Purchaser shall immediately remove slash from traveled surfaces, shoulders, and drainage facilities. Other slash along roads available for public use and all slash along roads not available for public use shall be removed from the clearing limits within four days after adjacent skidding or yarding to each landing is complete. In areas where skidding or yarding is delayed or interrupted, slash shall be removed within ten days after being created.

Trails open to public use shall be kept free of slash. Slash within the clearing limits of powerlines, telephone lines, pipelines, and similar clearings shall be removed within ten days after adjacent skidding or yarding to each landing is substantially complete.

Slash removed from roads and other clearings shall be scattered outside the clearing limits, or otherwise disposed of as agreed. The time requirements for completion of slash removal may be changed by written agreement, except where immediate removal is required.

Other Treatment Areas. The Purchaser shall complete slash treatment in other areas as described below. The Forest Service and the Purchaser shall jointly agree to a schedule for completion of such slash treatment, which shall be included in the Purchaser's Annual Operating Schedule required under BT6.31.

Applicable At or adjacent to log landings, delimbing areas, and similar areas of slash accumulation within All Payment Units (01 thru 05), concentrations of slash greater than three (3) feet in height and twenty (20) feet in length, measured at greatest distances, shall be to be lopped and scattered to lay within 3 ft of the ground.

Slash treatments described below are required at locations shown on the Sale Area Map by the following symbols:

See Table CT6.7# - Slash Disposal, Slash Disposal Requirements Table

**Table CT6.7# - Slash Disposal Requirements:**

Slash treatments described below are required at locations shown on the Sale Area Map by the following symbols:

| <b>Map<br/>Symbol</b> | <b>Title</b>                | <b>Treatment</b>   |
|-----------------------|-----------------------------|--|
| <b>s s s s</b>        | <b>Slash Treatment Zone</b> | The Purchaser shall lop and scatter all slash to lay within two (2) feet of the ground for a distance of 50 feet from the private property boundaries as shown on the sale area map. |

Sale Name: Locust Stake South

CT6.8 - MEASURING (08/2001)

The estimated quantity of timber has been determined by tree measurement in accordance with the methods described in the Timber Cruising Handbook (FSH 2409.12), a copy of which may be examined in the Forest Supervisor's or the Ranger's Offices.

CT7.201 - TRUCK, TRACTOR AND POWER SAW MUFFLERS (08/2001)

Effective muffler systems installed by the manufacturer as standard equipment shall be maintained on exhausts of trucks, power saws and other internal combustion engines used in the Purchaser's Operations.

CT7.202# - FIRE FIGHTING EQUIPMENT (08/2001)

When the Forest Service advises the Purchaser that local fire weather conditions are becoming critical, the Purchaser shall keep with gasoline chain saws at all times a fire rake and a fully-charged fire extinguisher and take precautionary measures requested by the Forest Service. The Purchaser shall act as custodian of fire fighting equipment furnished by the Forest Service. Equipment shall be stored in sealed boxes provided for this purpose and shall be transported to locations in the immediate vicinity of current logging and milling operations on Sale Area. The Forest Service shall be reimbursed for any damage to or loss of fire fighting equipment furnished by the Forest Service, which occurs on Negligently-Caused Fires or as a result of using equipment for unauthorized purposes.

CT7.22 - EMERGENCY FIRE PRECAUTIONS (08/2001)

The Purchaser shall limit or restrict operations in accordance with the Fire Danger Rating schedule shown below. The Forest Service will determine Fire danger ratings by using the National Fire Danger Rating System.

The Forest Service shall notify the Purchaser of predicted fire danger that may limit or restrict operations. In all cases, the actual weather elements shall govern over the predicted weather elements in determining Fire Danger. Fire danger ratings are based on a severity index from A (low) to E (highest).

| Fire Danger Rating: | Limitations or Restrictions on Purchaser Operations:   |
|---------------------|--|
| A to C:             | Normal fire precautionary operations   |
| C+ to D (Very High) | Forest Service may suspend any or all of Purchaser's operations.   |
| E (Extreme)         | In addition to above restrictions, internal combustion engines or other spark-producing equipment shall not be operated within any areas of the timber sale without specific written approval by the Forest Service. |



Sale Name: Locust Stake South

CT8.212 - MARKET-RELATED CONTRACT TERM ADDITION (11/2008)

The term of this contract may be adjusted when a drastic reduction in wood product prices has occurred in accordance with 36 CFR 223.52. The Producer Price Index used to determine when a drastic reduction in price has occurred is stated in AT17. Purchaser will be notified whenever the Chief determines that a drastic reduction in wood product prices has occurred. If the drastic reduction criteria specified in 36 CFR 223.52 are met for 2 consecutive calendar quarters, after contract award date, Contracting Officer will add 1 year to the contract term, upon Purchaser's written request. For each additional consecutive quarter such a drastic reduction occurs, Contracting Officer will, upon written request, add an additional 3 months to the term during Normal Operating Season, except that no single 3-month addition shall extend the term of the contract by more than one year. Contracting Officer must receive Purchaser's written request for a market-related contract term addition before the expiration of this contract.

No more than 3 years shall be added to a contract's term by market-related contract term addition unless the following conditions are met:

(i) The sale was awarded after December 31, 2006; and

(ii) A drastic reduction in wood product prices occurred in at least ten of twelve consecutive quarters during the contract term, but not including the quarter in which the contract was awarded.

For each qualifying quarter meeting the criteria in paragraphs (i) and (ii) of this provision, the Forest Service will, upon the Purchaser's written request, add an additional 3 months during the normal operating season to the contract, except no single 3-month addition shall extend the term of a contract by more than 1 year.

In no event shall a revised contract term exceed 10 years as a result of market-related contract term addition.

Additional contract time may not be granted for those portions of the contract that have a required completion date or for those portions of the contract where Contracting Officer determines that the timber is in need of urgent removal or that timber deterioration or resource damage may result from delay.

CT8.23# - ADDITION OF NET GROWTH (08/2004)

In event of Contract Term Extension, net growth shall be added to all uncut designated timber, except on the partially cut Payment Units exempt from redetermined rates under BT3.1. On the partially cut Payment Units to which redetermined rates apply under BT3.1, the Forest Service shall determine the approximate percentages of area remaining uncut. These percentages shall be applied to the original estimates of timber quantity in each Payment Unit to determine the approximate quantity of designated timber remaining in each Payment Unit. The growth percentages listed herein shall be applied to these estimated remaining quantities to obtain total net growth of uncut timber in the partially cut Payment Units. For both un-entered and partially cut Payment Units, the determination of volume subject to addition of growth shall be made as of 45 days prior to the original Termination Date shown in AT12 with no adjustment for any timber subsequently Released for Cutting or cut and removed prior the effective date of Contract Term Extension. Growth shall be calculated on the basis of total number of full growing seasons from June 15, 2015 until the Termination Date, including any Contract Term Adjustment.

Applicable annual growth percents by species or species groups and products are:

**See Table CT8.23# - Addition of Net Growth, Percent Growth Table**

Payment for the additional growth in partially cut Payment Units for which growth is applicable shall be made prior to the effective date of Contract Term Extension.

Table CT 8.23 # - Addition of Net Growth, Percent Growth Table

| Species or Species Group | Product   | Annual Growth Percent |
|--------------------------|-----------|-----------------------|
| Pine                     | Sawtimber | 4                     |
| Pine                     | Pulpwood  | 8                     |
| Hardwood                 | Sawtimber | 2                     |
| Hardwood                 | Pulpwood  | 2                     |

## **SECTION 1. GENERAL**

Purchaser's maintenance responsibility begins (1) after purchaser performs Prehaul Maintenance on a road listed in the Road Maintenance Requirements Schedule; or (2) for all other roads, when Purchaser begins to use the road. Occasional travel by Purchaser's light vehicles, prior to beginning of construction clearing or logging operations in the area accessed by the road, does not constitute beginning of use. Purchaser is not required to perform routine maintenance during periods of inactivity. During periods of inactivity, Forest Service will perform maintenance only as required to meet its needs.

The Purchaser shall maintain roads, commensurate with the Purchaser's use, in accordance with the Road Maintenance Requirements Summary and Road Maintenance Specifications. Performance of road maintenance work by the Purchaser may be required prior to, during, or after each period of use. The timing of work accomplishment shall be based on the Purchaser's operating schedule under Standard Provision BT6.31.

If the Purchaser elects to use different roads than those listed in the Road Maintenance Requirements Summary, the Contracting Officer or designee shall determine the Purchaser's commensurate share of road maintenance and/or revise road maintenance deposits.

Unless the Contracting Officer or designee agrees in writing otherwise, prehaul maintenance shall be completed on any portion of road prior to hauling on that portion.

The Purchaser shall attend to the following situations as they occur and concurrently with sale operations: remove slides, fallen timber and other obstructions and overhanging brush obstructing road sight distance. Excess material resulting from any maintenance activity shall not be placed at locations where it will wash into streams.

The Forest Service shall prepare a revised Road Maintenance Requirements Schedule to reflect changes in the original haul route.

## **SECTION 2. ROAD MAINTENANCE DEFINITIONS**

Wherever the following terms are used in the Road Maintenance Specifications, the meaning shall be:

Base Course. Material placed on the Subgrade to distribute concentrated wheel loads.

Berm. Curb or dike constructed to prevent Roadway runoff water from discharging onto embankment slope.

Borrow. Select Material taken from designated borrow sites.

Crown, Inslope, and Outslope. The cross slope of the Traveled Way to aid in drainage and traffic maneuverability.

Culverts. A conduit or passageway under a road, trail, or other obstruction. A culvert differs from a bridge in that it is usually entirely below the elevation of the Traveled Way.

Drainage Dip. A dip in the Traveled Way which intercepts surface runoff and diverts the water off the Traveled Way. A Drainage Dip does not block the movement of traffic.

Drainage Structures. Manufactured structures which control the runoff of water from the Roadway including Inslope, overside drains, aprons, flumes, downdrains and downpipes.



Lead-off Ditches. A ditch used to transmit water from a Culvert, Drainage Structure or Drainage Dip outlet to the natural drainage area.

Maintenance Activity. Items of work leading to the minor restoration and upkeep of a road and necessary to sustain the road's anticipated traffic.

Material. Any substance specified for use in the performance of the work.

Prehaul Maintenance. Road maintenance work to be accomplished prior to the roads use. Roads receiving prehaul maintenance shall be shown on the Sale Area Map.

Roadbed. The portion of a road between the intersection of Subgrade and sideslopes, excluding that portion of the ditch below Subgrade.

Roadside. A general term denoting the area adjoining the outer edge of the Roadway.

Roadway. The portion of a road within the limits of excavation and embankment.

Shoulder. That portion of Roadway contiguous with Traveled Way for accommodation of stopped vehicles, for emergency use, and lateral support of Base and Surface Course, if any.

Slide. A concentrated deposit of materials from above or on backslope extending onto the Traveled Way or Shoulders, whether caused by mass land movements or accumulated ravelling.

Slough. Material eroded from the backslope which partially or completely blocks the ditch, but does not encroach on the Traveled Way so as to block passage of traffic.

Slump. A localized portion of the Roadbed which has slipped or otherwise become lower than that of the adjacent Roadbed and constitutes a hazard to traffic.

Subgrade. Top surface of Roadbed upon which Base Course or Surface Course is constructed. For roads without Base Course or Surface Course, that portion of Roadbed prepared as the finished wearing surface.

Surface Course. The Material placed on the Base Course or Subgrade to enhance traction, distribute concentrated wheel loads and resist abrasion and the effects of climate. Surface Course may be referred to as surfacing.

Traveled Way. That portion of Roadway, excluding Shoulders, used for the movement of vehicles.

Turnouts. That portion of the Traveled Way constructed as additional width on single lane roads to allow for safe passing of vehicles.

Waterbar. A dip in the Roadbed which intercepts surface runoff and diverts the water off the Roadway. A Waterbar is not designed to be traversable by logging trucks.

### SECTION 3. ROAD MAINTENANCE REQUIREMENTS SCHEDULE

**Contract Road Maintenance Requirements Summary**

| Road    | Termini       |        | Miles | Applicable Prehaul Road Maintenance Specifications |      |      |      |  |  |  |  |  |  |
|---------|---------------|--------|-------|--|------|------|------|--|--|--|--|--|--|
|         | From          | To     |       | 1020   | 1040 | 3050 | 4020 |  |  |  |  |  |  |
| FS. 316 | Bendn Hickory | Unit 4 | .25   | P  | P    |      |      |  |  |  |  |  |  |
| FS. 301 | Hwy. 123      | Unit 5 | 1.0   | P  | P    |      | P    |  |  |  |  |  |  |
|         |               |        |       |  |      |      |      |  |  |  |  |  |  |
|         |               |        |       |  |      |      |      |  |  |  |  |  |  |

P = Purchaser Performance Item, D = Deposit to Forest Service, D3 = Deposit to Third Party

| Road    | Termini       |        | Miles | Applicable During Haul Road Maintenance Specifications |      |      |      |  |  |  |  |  |  |
|---------|---------------|--------|-------|--|------|------|------|--|--|--|--|--|--|
|         | From          | To     |       | 1020   | 1040 | 3050 | 4020 |  |  |  |  |  |  |
| FS. 316 | Bendn Hickory | Unit 4 | .25   | P  | P    |      |      |  |  |  |  |  |  |
| FS. 301 | Hwy. 123      | Unit 5 | 1.0   | P  | P    |      |      |  |  |  |  |  |  |
|         |               |        |       |  |      |      |      |  |  |  |  |  |  |
|         |               |        |       |  |      |      |      |  |  |  |  |  |  |

P = Purchaser Performance Item, D = Deposit to Forest Service, D3 = Deposit to Third Party

| Road    | Termini       |        | Miles | Applicable Post Haul Road Maintenance Specifications |      |      |      |  |  |  |  |  |  |
|---------|---------------|--------|-------|--|------|------|------|--|--|--|--|--|--|
|         | From          | To     |       | 1020   | 1040 | 3050 | 4020 |  |  |  |  |  |  |
| FS. 316 | Bendn Hickory | Unit 4 | .25   | P  | P    |      |      |  |  |  |  |  |  |
| FS. 301 | Hwy. 123      | Unit 5 | 1.0   | P  | P    |      |      |  |  |  |  |  |  |
|         |               |        |       |  |      |      |      |  |  |  |  |  |  |
|         |               |        |       |  |      |      |      |  |  |  |  |  |  |

P = Purchaser Performance Item, D = Deposit to Forest Service, D3 = Deposit to Third Party

### SECTION 4. ROAD MAINTENANCE ACTIVITY SPECIFICATIONS

#### INCLUDED SPECIFICATIONS

Activity No.                      Activity Specification Title

1020                      Surface Blading (Dozer)  
1040                      Spot Surface Course Placement  
4020                      Roadway Mowing and Clearing



## ACTIVITY 1020 - SURFACE BLADING (DOZER)

### DESCRIPTION

1.1 Surface blading is keeping a native or aggregate surfaced Roadbed in a condition to facilitate traffic and provide proper drainage. It includes maintaining the Crown, Inslope or Outslope of the Traveled Way, Turnouts, and Shoulder; repairing Berms; blending approach road intersections; and cleaning bridge decks, Drainage Dips, and Lead-off Ditches. This work may be accomplished using a crawler tractor with a dozer blade capable of angling.

### REQUIREMENTS

3.1 Surface blading shall be performed before, during, and after Purchaser's use as often as necessary to facilitate traffic and proper drainage.

3.2 The surface blading shall preserve the existing cross-section. Ruts, chuckholes and corrugations that affect the smoothness of ride do not have to be removed unless they become excessive or interfere with proper drainage. Surface Course Material which has been displaced to the Shoulders or Turnouts shall be returned to the Traveled Way. The blading operation shall be conducted to conserve surface Material and to provide for a thorough mixing of the Material being worked.

3.3 On native surfaced roads, Material generated from backslope Sloughing, and ditch cleaning may be blended with the surface Material being worked. On aggregate surfaced roads this Material shall not be blended with Surface or Base Course Material unless agreed otherwise.

3.4 Roadway backslopes shall not be undercut.

3.5 Drainage Dips and Lead-off Ditches shall be cleaned and maintained to retain the existing line, grade, and cross-section.

3.6 Intersecting roads shall be bladed for a distance of 50 feet to assure blending of the surfaces.

3.7 Rocks or other Material remaining on the Traveled Way after the final pass that are 4 inches in diameter or larger shall be removed. The unsuitable Material shall be disposed of by sidecasting unless agreed otherwise.

3.8 Material resulting from this activity shall not remain on or in structures, such as Culverts, cattle guards, ditches and Drainage Dips.

3.9 Material resulting from this activity, plus any accumulated debris, shall be removed from bridge decks and the deck drains opened.

## ACTIVITY 1040 - SPOT SURFACE COURSE PLACEMENT

### DESCRIPTION

1.1 Spot surface course placement includes subgrade preparation, furnishing, spreading and shaping Materials in accordance with the Requirements.

### MATERIALS

2.1 Surface course Material will be in accordance with the Requirements, 3.2.

### REQUIREMENTS

3.1 Subgrade Preparation. Prepare subgrade to receive surface course Material at locations as designated on-the-ground by the Forest Service on roads listed below. Prepare the subgrade by shaping the Roadbed to approximately the original cross-section and consistent with adjacent sections.

3.2 Furnish and spread Material at spot locations designated on the ground by the Forest Service as follows.

| Road Number | Road Name      | Pre/During/ Post Haul | Type Material | Quantity (C.Y./Tons) |
|-------------|----------------|-----------------------|---------------|----------------------|
| FS. 316     | Locust Stake   | Pre/During/Post       | #4 stone      | 108                  |
| FS. 301     | N. Broad River | Pre/During/Post       | #4 stone      | 144                  |
|             |                |                       |               |                      |

3.3 Variations. The purchaser will be required to furnish weight or volume tickets to the Forest Service for the amount of surface course material placed. When it is mutually agreed that all or part of the surface course Material is not needed, the estimated cost of surfacing not placed shall be charged to the Timber Sale Account in accordance with BT8.31.

#### ACTIVITY 4020 - ROADWAY MOWING AND CLEARING

##### DESCRIPTION

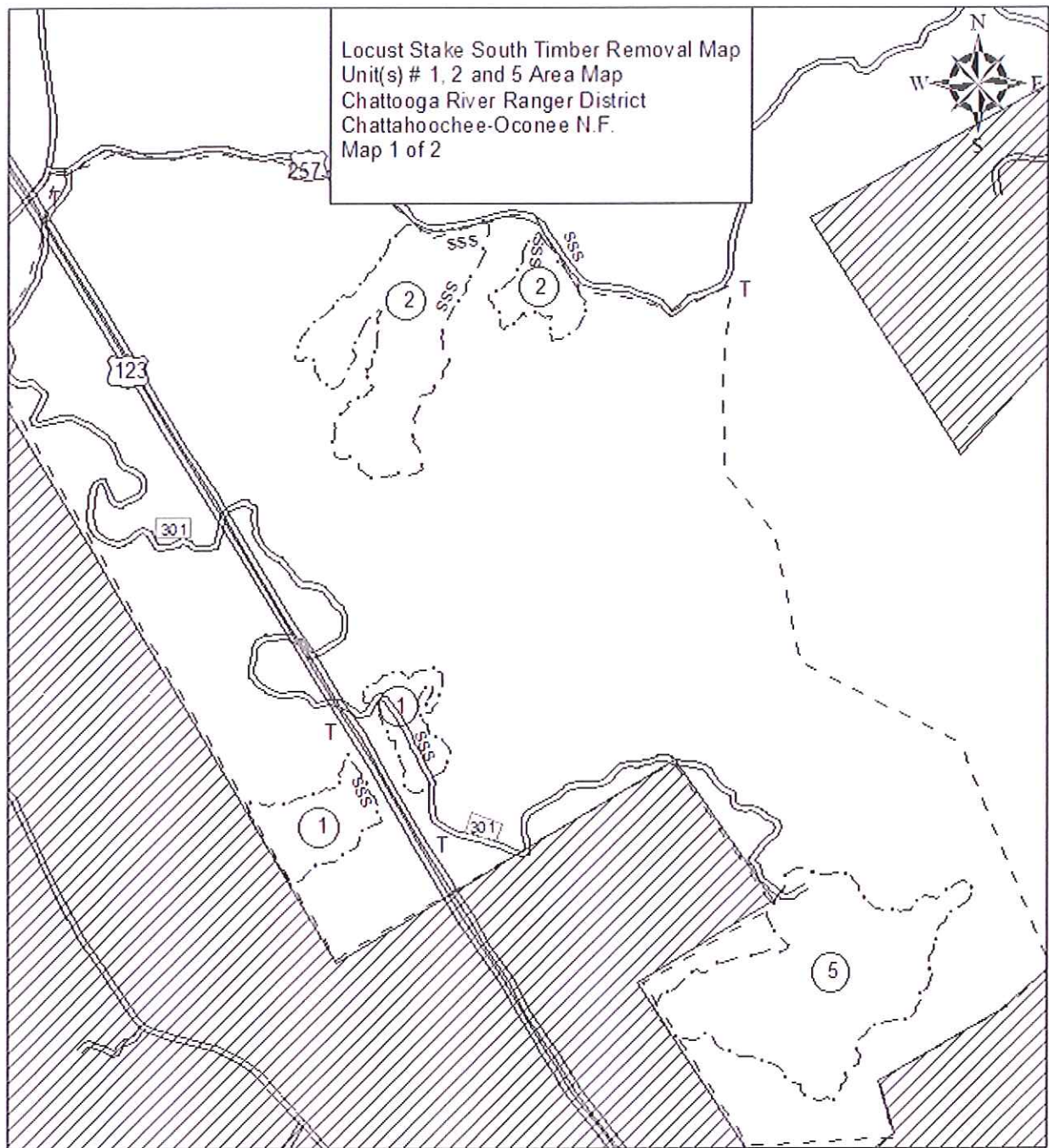
1.1 This work includes removal of brush, trees and other vegetative growth from within the Roadway limits.

##### REQUIREMENTS

3.1 Vegetative matter within the Roadway which impedes vehicular travel or interferes with road maintenance operations, such as surface blading and ditch and culvert cleaning shall be removed. Downed timber meeting utilization standards shall be cut in appropriate lengths and decked along the Roadside in locations where the Traveled Way or sight distances will not be impaired.

3.2 Vegetative matter removed from the Roadway shall be uniformly placed on fill slopes unless agreed otherwise.





**LEGEND**

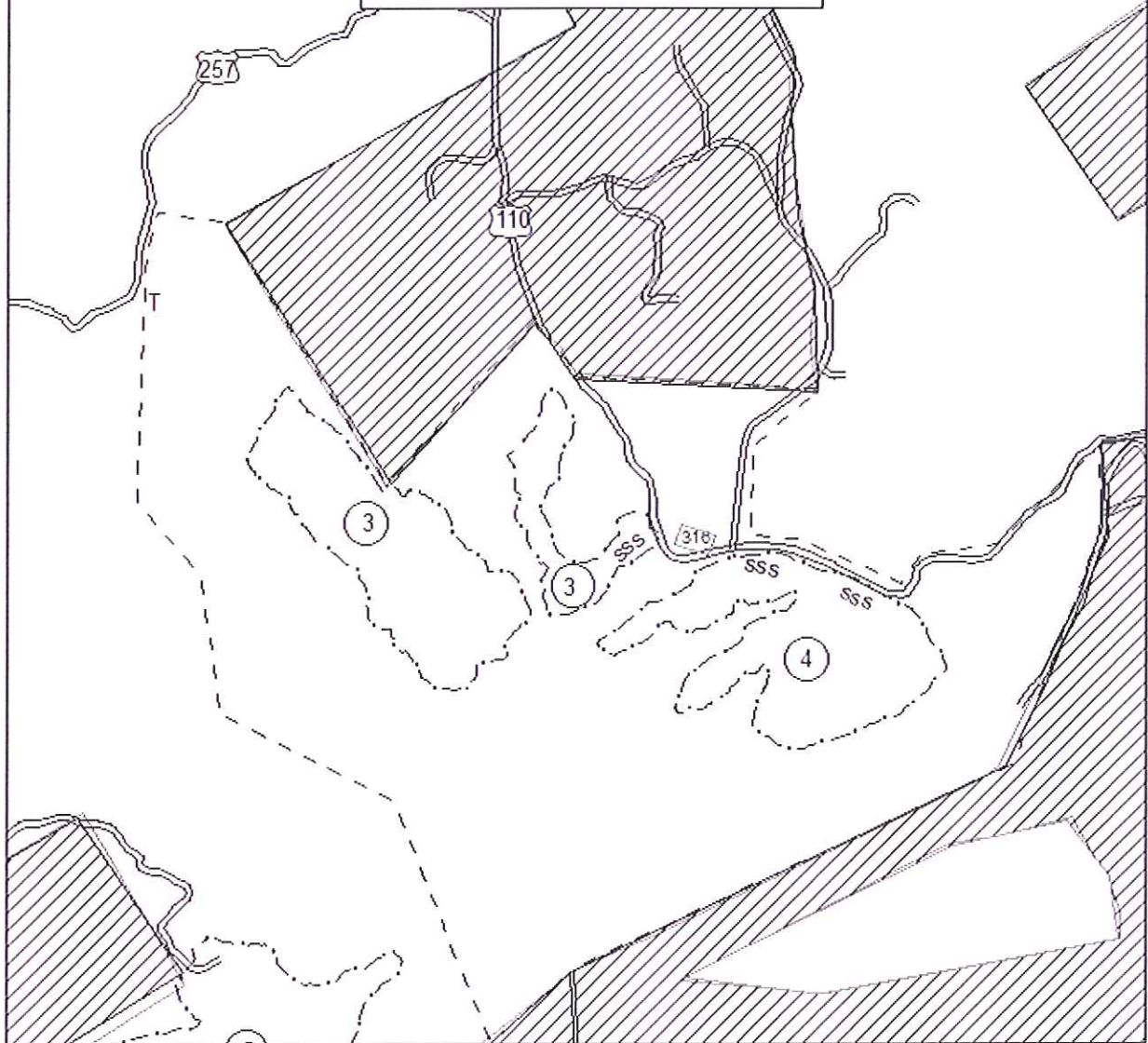
|  |                                   |
|--|-----------------------------------|
|  | Contract Area Boundary - BT. 1.1  |
|  | Payment Unit Boundary - BT. 1.1   |
|  | Payment Unit Number - BT. 1.1     |
|  | Slash Treatment - CT. 6.7         |
|  | Existing System Road - BT. 5.12   |
|  | Traffic Control Device - BT. 6.33 |
|  | Other Ownership                   |

1: 15,840 0 0.15 0.3 0.6 Miles

| Payment Unit # | Designation Method                |
|----------------|-----------------------------------|
| 01 Thru 05     | CTM - Cut Tree Marking - CT. 2.35 |



Locust Stake South Timber Removal Map  
Unit(s) # 3 and 4 Area Map  
Chattooga River Ranger District  
Chattahoochee-Oconee N.F.  
Map 2 of 2



**LEGEND**

|  |                                   |
|--|-----------------------------------|
|  | Contract Area Boundary - BT. 1.1  |
|  | Payment Unit Boundary - BT. 1.1   |
|  | Payment Unit Number - BT. 1.1     |
|  | Slash Treatment - CT. 6.7         |
|  | Existing System Road - BT. 5.12   |
|  | Traffic Control Device - BT. 6.33 |
|  | Other Ownership                   |

1: 15,840

0 0.15 0.3 0.6 Miles

| Payment Unit # | Designation Method                |
|----------------|-----------------------------------|
| 01 Thru 05     | CTM - Cut Tree Marking - CT. 2.35 |

